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DAVIS POLK & WARDWELL

450 LEXINGTON AVENUE

NEW YORK, N.Y. 10017

212-450-4000

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1 FREDERICK'S PLACE
LONDON EC2R 8AB

2-1, MARUNOUCHI 1-CHOME
CHIYODA-KU, TOKYO 100

MESSEURM

6000 FRANKFURT AM MAIN 1

1 CHASE MANHATTAN PLAZA
NEW YORK, N.Y. 10005

1300 I STREET, N.W.
WASHINGTON, D.C. 20005

4, PLACE DE LA CONCORDE
75008 PARIS

WRITER'S DIRECT NUMBER:

18043-B
RECORDED BY FILED 1425

DEC 29 1992 - 9 20 AM

December 29, 1992

INTERSTATE COMMERCE COMMISSION

Re: TTX Company - Supplement to
Lease (No. 37) and
Equipment Trust Agreement (No. 37)
Recordation Number 18043

Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Sidney L. Strickland, Secretary

Dear Mr. Secretary:

I have enclosed two fully executed and acknowledged originals of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the United States Code.

The enclosed document is entitled Lease Supplement; Trust Agreement and Equipment Trust Agreement Supplement (No. 37) (the "Supplement") dated as of December 29, 1992, among TTX Company (the "Lessee"), Ameritrust Texas, N.A. (the "Owner Trustee") and Mercantile-Safe Deposit and Trust Company (the "Security Trustee"). The Supplement supplements both the Lease of Railroad Equipment (No. 37) dated as of December 15, 1992, between the Lessee and the Owner Trustee and the Equipment Trust Agreement (No. 37) dated as of December 15, 1992, between the Owner Trustee and the Security Trustee. The Supplement is a "secondary document" as defined in the applicable regulations.

The names and addresses of the parties to the document are as follows:

Handwritten signature/initials

RECEIVED
DEC 29 1992
FBI - NEW YORK

December 29, 1992

Vendor and Lessee: TTX Company
101 North Wacker Drive
Chicago, Illinois 60606

Lessor: Ameritrust Texas, N.A., not in its
individual capacity but solely as
Owner Trustee
1201 Elm Street, 30th Floor
Dallas, Texas 75270

Trustee: Mercantile-Safe Deposit and Trust Company
Two Hopkins Plaza
Baltimore, MD 21201

The equipment covered by the documents consists of five-unit articulated double-stack container-well flatcars for transporting cargo containers and single-unit heavy-lift double-stack container-well flatcars, including configurations of multiple units semi-permanently connected with drawbars, for transporting cargo containers, but shall not include any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the company. Such equipment is identified with more particularity in Schedule A of the Supplement.

A fee of sixteen dollars (\$16.00) is enclosed. Please return one of the originals to me at Davis Polk & Wardwell, 450 Lexington Avenue, New York, New York 10017.

A short summary of the document to appear in the index follows:

Lease Supplement; Trust Agreement and Equipment Trust Agreement Supplement (No. 37) dated as of December 29, 1992 (the "Supplement"), among TTX Company, 101 North Wacker Drive, Chicago, Illinois 60606 (the "Lessee"), Ameritrust Texas, N.A., not in its individual capacity but solely as Owner Trustee, 1201 Elm Street, 30th Floor, Dallas, Texas 75270, (the "Owner Trustee") and Mercantile-Safe Deposit and Trust Company, Two Hopkins Plaza, Baltimore, MD 21201 (the "Security Trustee") supplementing both the Lease of Railroad Equipment (No. 37) dated as of December 15, 1992, between the Lessee and the Owner Trustee and the Equipment Trust Agreement (No. 37) dated as of December 15, 1992, between the Owner Trustee and the Security Trustee covering five-unit articulated double-stack container-well flatcars for transporting cargo containers and single-unit heavy-lift double-stack container-well flatcars, including configurations of multiple units

December 29, 1992

semi-permanently connected with drawbars, for transporting cargo containers, but not including any special devices, racks or assemblies, at any time attached or affixed to any such equipment, the title to which is in a person other than the company. The equipment covered by the Supplement is set forth in Schedule A to such document.

Very truly yours,

A handwritten signature in dark ink, appearing to read "D. A. Rosenfeld".

David Rosenfeld
Representative for TTX
Company

Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/29/92

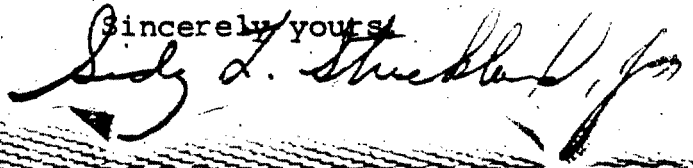
OFFICE OF THE SECRETARY

David Rosenfeld
Davis Polk & Wardwell
450 Lexington Avenue
New York, N.Y. 10017

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/29/92 at 9:20am , and assigned re-
recording number(s). 18043-B

Sincerely yours,


Secretary

SIDNEY L. STRICKLAND, JR.

Enclosure(s)

18043-13
FILED 1425

DEC 29 1992 - 9 22 AM

INTERSTATE COMMERCE COMMISSION

No. 37
LEASE SUPPLEMENT; TRUST AGREEMENT AND
EQUIPMENT TRUST AGREEMENT SUPPLEMENT;

No. 37 LEASE SUPPLEMENT; TRUST AGREEMENT AND EQUIPMENT TRUST AGREEMENT SUPPLEMENT; ("Supplement") dated as of December 29, 1992, among TTX COMPANY, a Delaware corporation (hereinafter called the "Lessee"), AMERITRUST TEXAS, N.A., a national banking association, not in its individual capacity, but solely as trustee (hereinafter, in such capacity, called the "Lessor/Owner Trustee") under a Trust Agreement (No. 37) dated as of December 15, 1992 (hereinafter called the "Trust Agreement") with METLIFE CAPITAL CORPORATION, a Delaware corporation, (hereinafter called the "Beneficial Owner") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland banking corporation, not in its individual capacity, but solely as trustee (hereinafter, in such capacity, called the "Security Trustee") under an Equipment Trust Agreement (No. 37) dated as of December 15, 1992, (hereinafter called the "Equipment Trust Agreement") with Lessor/Owner Trustee.

WHEREAS, the Lessor/Owner Trustee and the Lessee have heretofore entered into a Lease of Railroad Equipment (No. 37) dated as of December 15, 1992 (hereinafter called the "Lease"), which provides for the execution of a Lease Supplement substantially in the form of Section 2 hereof for the purpose of altering the mix of Car Types or substituting units from other builders (hereinafter called "Additional Equipment"); and

WHEREAS, the Beneficial Owner and the Lessor/Owner Trustee have heretofore entered into the Trust Agreement and the Lessor/Owner Trustee and the Security Trustee have heretofore entered into the Equipment Trust Agreement, which provide for the execution and delivery of a Trust Agreement and Equipment Trust Supplement, substantially in the form of Section 3 hereof, which shall particularly describe such Additional Equipment to be included in the property covered by the Trust Agreement and the Equipment Trust Agreement;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein and in the Lease, the Equipment Trust Agreement and the Trust Agreement contained, the parties hereto agree as follows:

Section 1. Definitions. Terms defined in the Lease and not otherwise defined herein have, as used herein, the respective meanings provided for therein.

Section 2. Lease Supplement. The Lessee hereby assigns to the Lessor/Owner Trustee all the Lessee's right, title, and interest in the Additional Equipment described in Schedule A hereto, and the Lessor/Owner Trustee appoints the Lessee its agent in respect of such Additional Equipment, all in like manner and as more fully set forth in Section One of the Lease. Upon acceptance by the Lessee on behalf of the Lessor/Owner Trustee, in like manner as aforesaid, such Additional Equipment shall be subject to the Lease and this Supplement.

This Supplement shall be construed as supplemental to the Lease and shall form a part thereof, and the Lease is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

The terms and conditions of the Lease shall apply to the Additional Equipment, as if originally set forth therein.

Except as supplemented hereby, the Lease shall remain in full force and effect.

Section 3. Trust Agreement and Equipment Trust Agreement Supplement. As security for the due and punctual payment of the principal of and premium, if any, and interest on the Equipment Trust Certificates and the performance and observance by the Lessor/Owner Trustee and the Beneficial Owner of all the covenants made by or on their behalf and the conditions contained in Equipment Trust Agreement and in the Participation Agreement, the Lessor/Owner Trustee hereby:

(a) grants to the Security Trustee a security interest in all of the Lessor/Owner Trustee's right, title and interest in and to the Additional Equipment described in Schedule A hereto, the bills of sale and manufacturers' warranties in respect thereof, all improvements and additions now or hereafter made or affixed thereto, and all cash or noncash proceeds therefrom; and

(b) assigns to the Security Trustee all of the Lessor/Owner Trustee's right, title and interest in and to the Lease and all payments, including, without limitation, all payments of rent due or to become due thereunder; excluding, however, the Excluded Interests, (as such term is defined in the Equipment Trust Agreement).

Such security interest shall attach upon the execution by the

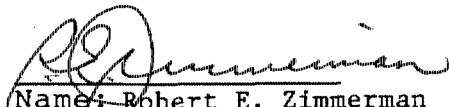
Security Trustee of this Supplement.

This Supplement shall be construed as supplemental to the Trust Agreement and the Equipment Trust Agreement and shall form a part thereof, and the Trust Agreement and the Equipment Trust Agreement are hereby incorporated by reference herein and are hereby ratified, approved and confirmed.

The Lessor/Owner Trustee hereby acknowledges that the Additional Equipment referred to in this Supplement and the aforesaid Lease Supplement has been delivered to the Lessor/Owner Trustee and is included in the property of the Lessor/Owner Trustee and covered by all the terms and conditions of the Trust Agreement, subject to the lien of the Equipment Trust Agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

By 
Name: Robert E. Zimmerman
Title: Vice President &
Chief Financial Officer

AMERITRUST TEXAS, N.A., not
in its individual capacity,
but solely as Owner Trustee

By _____
Name:
Title:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

Attest:

By _____
Name:
Title:

Corporate Trust Officer

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

By _____
Name:
Title:

AMERITRUST TEXAS, N.A., not
in its individual capacity,
but solely as Owner Trustee

By Bill Barber
Name: **BILL BARBER**
Title: **ASSISTANT VICE PRESIDENT**

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

Attest:

By _____
Name:
Title:

Corporate Trust Officer

IN WITNESS WHEREOF, the parties hereto have each caused this Supplement to be duly executed by their respective officers thereunto duly authorized as of the date first above written:

TTX COMPANY

By _____
Name:
Title:

AMERITRUST TEXAS, N.A., not
in its individual capacity,
but solely as Owner Trustee

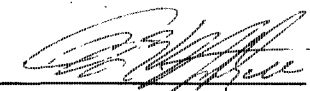
By _____
Name:
Title:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

Attest:

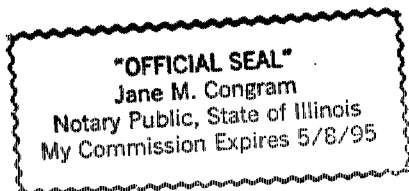


Corporate Trust Officer

By 
Name: JOHN M. MITCHELL
Title: Vice President

STATE OF ILLINOIS)
) SS.:
COUNTY OF COOK)

On this 18th day of December, 1992, before me personally appeared Robert E. Zimmerman, to me personally known, who, by me being duly sworn, says that he is Vice President & Chief Financial Officer of TTX Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said company, and that said instrument was signed and sealed on behalf of said company by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said company.



Jane M. Congram

Notary Public

My commission expires

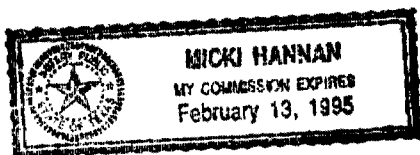
STATE OF TEXAS
COUNTY OF DALLAS

)
) SS.:
)

On this _____ day of _____, 199_, before me personally appeared **BILL BARBER**, to me personally known, who, by me being duly sworn, says that he is a **ASSISTANT VICE PRESIDENT** of Ameritrust Texas, N.A., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

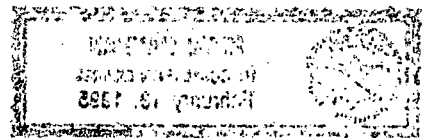
Micki Hannan
Notary Public

My commission expires



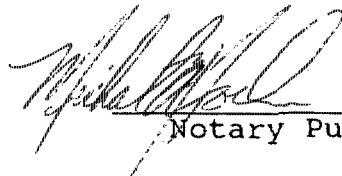
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STATE OF MARYLAND)
) SS.:
COUNTY OF BALTIMORE)

On this day of December, 1992, before me personally appeared JOHN M. MITCHELL, to me personally known, who, by me being duly sworn, says that he is a Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its board of directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

My commission expires 9/25/94

TL37
12/18/92

SCHEDULE A

TTX COMPANY
LEASE NO. 37

DATED AS OF DECEMBER 15, 1992
2ND AND FINAL CLOSING, DATED DECEMBER 29, 1992

BUILDER/ CAR TYPE	QUANTITY		CAR NUMBERS	COST PER CAR	TOTAL COST	DELIVERY PERIOD	CONTRACT
	CARS	PLATFORMS					
GUNDERSON, INC.							
SINGLE-UNIT DOUBLE-STACK CONTAINER WELL CARS, WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DITX.	66	66	56808-56873.			NOVEMBER, '92	T-2892-F
	1	1	56874.			DECEMBER, '92	T-2892-F
FIVE-UNIT ARTICULATED DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DITX.	37	185	75498-75534.			NOV.-DEC., '92	T-2092-F
	1	5	75535.			DEC., '92	T-2092-F
THRALL CAR MANUFACTURING							
FIVE-UNIT ARTICULATED DOUBLE-STACK CONTAINER WELL CARS WITH CAPACITY FOR 20' TO 48' CONTAINERS IN ALL WELLS- DITX.	12	60	720087-720089, 720095-720099, 720105, 720107-720108, 720110-720111.			NOV. DEC., '92	T-2092-T
	117	317					
TOTAL							